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*Attorneys for True Names, Ltd. and Virgil Griffith*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

True Names, Ltd. d/b/a Ethereum Name  
Service, a Singapore corporation, and Virgil  
Griffith, an individual,

Plaintiff,

v.

GoDaddy, Inc., a Delaware corporation,  
GoDaddy.com LLC, a Delaware  
corporation, Dynadot LLC, a California  
corporation, and Manifold Finance, Inc., a  
Delaware corporation

Defendants.

Case No. 2:22-cv-01494-JJT

**AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL FOR**

**(I) BREACH OF CONTRACT;**

**(II) BREACH OF COVENANT OF  
GOOD FAITH AND FAIR  
DEALING;**

**(III) INTENTIONAL  
INTERFERENCE WITH  
PROSPECTIVE ECONOMIC  
ADVANTAGE;**

**(IV) UNFAIR COMPETITION;**

**(V) CONVERSION**

**INTRODUCTION**

1. This case arises from GoDaddy's breach of its agreement to respect, acknowledge, and protect the duly registered and extremely valuable eth.link domain name. The eth.link domain, which facilitates hundreds of thousands of cryptocurrency transactions by thousands of users, is registered with GoDaddy until July 26, 2023. But GoDaddy unilaterally and willfully announced to eth.link owners that the eth.link domain's registration with GoDaddy had expired and that absent any further action by the

1 current registrant, the eth.link domain would revert to the registry, that is be available to  
2 others, on September 5, 2022.

3 2. While taking this step was wrong, worse, GoDaddy did not even abide by  
4 its own notice. Rather than wait until September 5, 2022, GoDaddy purportedly either sold  
5 or transferred possession and control of the domain name eth.link to Dynadot LLC on  
6 September 3, 2022, without notice to Plaintiffs. In so doing, GoDaddy has deprived  
7 Plaintiff True Names Ltd. of its livelihood. The sale will disable a valuable cryptocurrency  
8 network and recklessly risk making it available to scores of malicious actors. And the  
9 domain name is now purportedly and wrongfully held by Manifold Finance, Inc.

10 3. Eth.link transformed the cryptocurrency market by making it as accessible  
11 to users as the internet is today. When the internet was in its infancy, browsing on the  
12 internet suffered from major complications. One complication was this: domain names  
13 and internet protocol addresses were not in sync. Today, one can type in google.com (a  
14 domain name) and navigate directly to that website. But that was not always the case.  
15 Instead, in the early days of the internet, one would need to type in a full IP address, which  
16 is a string of numbers that look something like this: 12.453.223.678. An innovative  
17 computer scientist, however, developed the Domain Name System (DNS). The DNS  
18 matches IP addresses with domain names allowing internet users to “surf” the web using  
19 names like NFL.com, without resorting to a string of numbers.

20 4. The Ethereum Name Service (ENS) performs the same function as DNS but  
21 for cryptocurrency addresses, specifically for transactions involving the cryptocurrency  
22 Ethereum. Started in 2017, one using ENS can transact business using a human readable  
23 followed by eth, such as vitalik.eth. Prior to ENS, one had to know and type in a wallet  
24 address, like 0xd8da6bf26964af9d7eed9e03e53415d37aa96045.

25 5. The eth.link service acts as a gateway between the traditional ‘DNS’  
26 namespace and the ENS system. Users with ENS names can host content on them that is  
27 accessible to anyone with a web browser by simply appending .link to their name: for  
28 example, vitalik.eth.link.

9. Even worse, it appears that GoDaddy has taken actions inconsistent with its own public statements. Notwithstanding its announcement that the domain would be returned to the registry on September 5, 2022, on September 3, 2022, Manifold Finance, Inc. publicly announced that it won the registration rights to eth.link in an auction run by Dynadot LLC, an online auction holder. In order for this to be true, at some date before September 5, 2022, GoDaddy would have had to impermissibly transfer possession and control of the domain over to Dynadot.

11. Plaintiff Virgil Griffith is an individual who registered the ENS domain name eth.link for and on behalf of True Names Ltd. His domicile for purposes of Federal Rule 17(b) is White Deer, Pennsylvania.



1 longer was an internet user required to remember a string of numbers associated with an  
2 IP address.

3 19. Thus, True Names, Ltd. created the Ethereum Name Service (ENS). This  
4 service allowed users to trade and exchange cryptocurrency using natural names and  
5 language. No longer are users required to remember long random alphanumeric strings  
6 that are associated with a cryptocurrency wallet.

7 20. A key factor in making this system widely available is providing a ‘gateway’  
8 to facilitate the use of ENS through ordinary web browsers.

9 21. To do so, in 2018, Plaintiff Virgil Griffith, for and on behalf of True Names  
10 Ltd., registered the domain name eth.link with a company called Uniregistry. Based on  
11 information and belief, the agreement then at issue can be found at  
12 [https://web.archive.org/web/20180508234623/https://uniregistry.com/legal/registration-](https://web.archive.org/web/20180508234623/https://uniregistry.com/legal/registration-agreement)  
13 [agreement](https://web.archive.org/web/20180508234623/https://uniregistry.com/legal/registration-agreement). The Uniregistry agreement provided for automatic renewals of registrations.  
14 *See Exhibit A*, Section 2.12 (“... all new Uniregistry accounts have default settings with  
15 automatic renewal enabled”).

16 22. In 2020, GoDaddy, Inc. acquired Uniregistry. GoDaddy.com LLC, a  
17 subsidiary of GoDaddy, Inc. also has registration agreement. A copy of one last revised  
18 April 5, 2022, can be found at [https://www.godaddy.com/legal/agreements/domain-name-](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement)  
19 [registration-agreement](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement). *See Exhibit B*. It too provides for automatic renewals. *Id.* at  
20 Section 3(B) (“Automatic Renewal is the default setting.”).

21 23. Both the Uniregistry agreement and the GoDaddy agreement provided  
22 Plaintiff True Names Ltd. the right to use the eth.link domain name.

23 24. Since 2018, as reflected in information gathered and obtained by Whois.com  
24 (which tracks registrations) the eth.link domain name has been renewed. *See Exhibit C*.

25 25. On July 31, 2022, Plaintiff Griffith received a notice that the eth.link domain  
26 registration had expired. The same notice provided that there was an ability to renew the  
27 domain name. *See Exhibit G*.

1           26. Then on August 3, 2022, Whois.com reflects that the eth.link domain was  
2 re-registered on or about July 26, 2022 with an expiration date of July 26, 2023. *See*  
3 **Exhibit C**.

4           27. Counsel for Plaintiffs contacted GoDaddy twice on August 3, 2022, to  
5 discuss manual renewal of the domain eth.link. GoDaddy did not answer Plaintiffs' email.  
6 *See Exhibit D*.

7           28. On August 25, 2022, Defendant GoDaddy.com LLC publicly announced on  
8 its website that the domain registration for eth.link "expired" on July 26, 2022. It also  
9 stated that the domain would "be returned to the registry on Sept. 5, 2022, absent a renewal  
10 by the current registrant." GoDaddy's statement is available at [https://aboutus.godaddy.net/newsroom/company-news/news-details/2022/GoDaddy-Statement-on-](https://aboutus.godaddy.net/newsroom/company-news/news-details/2022/GoDaddy-Statement-on-eth.link-Domain-Registration/default.aspx)  
11 [eth.link-Domain-Registration/default.aspx](https://aboutus.godaddy.net/newsroom/company-news/news-details/2022/GoDaddy-Statement-on-eth.link-Domain-Registration/default.aspx). *See Exhibit E*.

12           29. When a domain goes back to the registry, it is available for use by any person  
13 that registers that domain. In other words, Plaintiffs would no longer have use of that  
14 domain. Furthermore, existing users of the domain, including over 1 million of Plaintiffs'  
15 customers, could and would find their use utterly disrupted rendering them unable to use  
16 that domain to facilitate cryptocurrency transactions.

17           30. On September 1, 2022, counsel for Plaintiffs again wrote to GoDaddy to  
18 address the issue of the eth.link domain registration status, including detailing the efforts  
19 taken on behalf of True Names Ltd. and Mr. Griffith to manually renew the domain  
20 registration. In a letter addressed to the legal department of Defendant GoDaddy.com  
21 LLC, counsel noted that Plaintiffs wished to renew the registration and had tried various  
22 methods to contact Defendant and resolved the issue to no avail. *See Exhibit F*.

23           31. In addition to noting the efforts to avoid having the eth.link domain name  
24 returned to the registry, counsel noted the harm to the 2 million ENS addresses that can  
25 rely on the eth.link domain name.

26           32. Counsel for Plaintiffs received no response from GoDaddy.

27           33. Rather than provide any response, on information and belief, on September  
28 3, 2022, GoDaddy conducted a sale of the eth.link domain name. Dynadot, an online

1 auction holder, purported to have purchased or to have taken possession and control of the  
2 domain from GoDaddy. This sale took place two days prior to the September 5, 2022 date  
3 that the GoDaddy Defendants represented would be the date on which the eth.link domain  
4 name would be returned to the registry.

5 34. Then, on the same day it allegedly bought the domain, Dynadot conducted  
6 a sale-via-auction of the eth.link domain name. The purported purchaser of the eth.link  
7 domain name from Dyandot is Defendant Manifold Finance.

8 35. Based on information and belief, the transfer of ownership of the eth.link  
9 domain name has not yet taken place.

10 36. Nonetheless, Manifold Finance has made public representations that it has  
11 secured ownership interest in the eth.link domain.

12 37. As a result, Plaintiffs have filed this action and seek immediately injunctive  
13 relief as well as any attendant damages.

14 **FIRST CLAIM FOR RELIEF**  
15 **(Breach of Contract as to GoDaddy Defendants)**

16 38. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs  
17 1 through 37 above and incorporate them by reference.

18 39. In 2018, Plaintiff Virgil Griffith registered the domain name eth.link for and  
19 on behalf of True Names Ltd. subject to the terms of Domain Name Registration  
20 Agreement. ("Agreement"). A copy of the Agreement last revised April 5, 2022, can be  
21 found at the following link [https://www.godaddy.com/legal/agreements/domain-name-](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement)  
22 registration-agreement. *See Exhibit B.*

23 40. That Agreement provided for automatic renewal, which Plaintiffs  
24 understood happened on or around July 26, 2022.

25 41. Even were there no automatic renewal, Plaintiffs have a right under the  
26 terms of the Agreement to manually renew a registration.

27 42. Defendants have failed to automatically renew the registration and have  
28 refused to allow manual renewal in violation of the terms of the Agreement.



1           43. Plaintiffs have performed all of their obligations under the parties'  
2 contractual agreement.

3           44. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be  
4 proven at trial, but that exceeds \$75,000.

5           45. Furthermore, Defendants' conduct unless enjoined and restrained by the  
6 Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law.  
7 Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.

8                                   **SECOND CLAIM FOR RELIEF**  
9                                   **(Breach of the Covenant of Good Faith and Fair Dealing as to GoDaddy**  
10                                   **Defendants)**

11           46. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs  
12 1 through 45 above and incorporate them by reference.

13           47. The Agreement provides for two different ways by which a registration can  
14 be renewed. One is automatic. The other is manual.

15           48. Defendants have refused or failed to renew Plaintiffs' registrations  
16 automatically.

17           49. Moreover, despite various attempts to contact Defendants for the purpose of  
18 manually renewing, all attempts to manually renew have been rebuffed.

19           50. Defendants' failure to respond to Plaintiffs' attempts to renew the  
20 registration have frustrated the entirety of the Agreement as Defendants now wish to  
21 deprive Plaintiffs of a domain registration that by Agreement, and by express admission  
22 in Defendants' public announcement, Plaintiffs have a right to renew.

23           51. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be  
24 proven at trial, but that exceeds \$75,000.

25           52. Furthermore, Defendants' conduct unless enjoined and restrained by the  
26 Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law.  
27 Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.  
28



**THIRD CLAIM FOR RELIEF****(Intentional Interference with Prospective Economic Advantage as to All Defendants)**

53. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs 1 through 52 above and incorporate them by reference.

54. Plaintiffs allow the use of the domain to its users in exchange for a yearly fee.

55. Defendants know that Plaintiffs have these relationships and know that Plaintiffs have renewed these relationships on a yearly basis.

56. Despite knowing this, Defendants refuse, without reason and for the purpose of injuring Plaintiffs, to provide a mechanism by which Plaintiffs can renew its eth.link domain registration.

57. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be proven at trial, but that exceeds \$75,000.

58. As Defendants' conduct was guided by an intent to injure Plaintiffs and improve their own economic opportunities, and as their actions were willful, fraudulent, and malicious, Plaintiffs are also entitled to punitive damages.

59. Furthermore, Defendants' conduct unless enjoined and restrained by the Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law. Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.

60. As a result of Defendants' conduct, Plaintiffs are entitled to punitive damages.

**FOURTH CLAIM FOR RELIEF****(Unfair Competition as to All Defendants)**

61. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs 1-60 above and incorporate them by reference.

62. Plaintiffs entered into a business transaction with the GoDaddy Defendants through the Agreement.

1           63. The GoDaddy Defendants took actions contrary to the honest practice in  
2 industrial or commercial matters when they refused to allow the domain to automatically  
3 renew and also when they refused to engage in good faith communications with Plaintiffs  
4 when Plaintiffs attempted to manually renew.

5           64. The GoDaddy Defendants took further actions contrary to the honest  
6 practice in industrial or commercial matters when they put up the domain for sale by  
7 another, creating the false representation that they had the right to sell the domain to  
8 another despite not having that right.

9           65. Defendant Dynodot took actions contrary to the honest practice in industrial  
10 or commercial matters when it placed the domain eth.link up for auction on September 3,  
11 2022, despite the fact that GoDaddy had posted a notice that the domain would not be  
12 returned to the registry until September 5, 2022.

13           66. Defendant Manifold Finance took actions contrary to the honest practice in  
14 industrial or commercial matters when it purchased the domain eth.link from the Dynadot  
15 auction on September 3, 2022, despite the fact that GoDaddy had posted a notice that the  
16 domain would not be returned to the registry until September 5, 2022.

17           67. Defendant Manifold Finance took further actions contrary to the honest  
18 practice in industrial or commercial matters when it publicized on September 3, 2022, that  
19 it was the new owner of the domain, despite the fact that GoDaddy had posted a notice  
20 that the domain would not be returned to the registry until September 5, 2022.

21           68. Defendants' unfair competitive practices have frustrated Plaintiffs' attempts  
22 to participate in the commercial market, have caused Plaintiffs substantial reputational  
23 damage, have deprived Plaintiffs of their property, and have caused substantial damage.

24           69. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be  
25 proven at trial, but that exceeds \$75,000.

26           70. As Defendants' actions were aggravated and outrageous and as the actions  
27 were willful, fraudulent, and malicious, and were done with the intent to injure Plaintiffs  
28 and improve their own economic opportunities, Plaintiffs are also entitled to an award of  
punitive damages.

1           71. Furthermore, Defendants' conduct unless enjoined and restrained by the  
2 Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law.  
3 Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.

4                           **FIFTH CLAIM FOR RELIEF**  
5                           **(Conversion as to All Defendants)**

6           72. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs  
7 1-71 above and incorporate them by reference.

8           73. Plaintiffs held an ownership interest in the domain name eth.link. This  
9 ownership interest granted them the right to control the domain name.

10          74. Despite this, Defendants intentionally exercised dominion and control over  
11 the domain name eth.link and interfered with Plaintiffs' rights thereto.

12          75. The GoDaddy Defendants did not act in good faith when exercising  
13 dominion and control over the domain name eth.link because they knew that Plaintiffs  
14 were entitled to control that domain name. The GoDaddy Defendants also intended to  
15 assert rights over that domain name that were inconsistent with Plaintiffs' right of control,  
16 including by selling that domain name to others. The GoDaddy Defendants substantially  
17 interfered with Plaintiffs' rights over the domain name eth.link by taking it from Plaintiffs  
18 authorizing the sale of that domain name to others. The GoDaddy Defendants' dominion  
19 and control over the domain name eth.link has caused Plaintiffs substantial inconvenience  
20 and expense. This and related conduct constitutes conversion of Plaintiffs' property.

21          76. Defendant Dynadot did not act in good faith when exercising dominion and  
22 control over the domain name eth.link because it knew that Plaintiff was entitled to control  
23 that domain name. Defendant Dynadot also intended to assert rights over the domain  
24 name eth.link that were inconsistent with Plaintiffs' right of control, including by selling  
25 that domain name to others. Defendant Dynadot's dominion and control over the domain  
26 name eth.link has caused Plaintiffs substantial inconvenience and expense. This and  
27 related conduct constitutes conversion of Plaintiffs' property.

28          77. Defendant Manifold Finance did not act in good faith when exercising  
dominion and control over the domain name eth.link because it knew that Plaintiff was

entitled to control that domain name. Defendant Manifold Finance substantially interfered with Plaintiffs' rights over the domain name eth.link by purchasing it from others. Defendant Manifold Finance's dominion and control over that domain name has caused Plaintiffs substantial inconvenience and expense. This and related conduct constitutes conversion of Plaintiffs' property.

78. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be proven at trial, but that exceeds \$75,000.

79. As Defendants' actions in converting Plaintiffs' property were willful, fraudulent, malicious, and done with the intent to injure Plaintiffs and improve their own economic opportunities, Plaintiffs are also entitled to an award of punitive damages.

80. Furthermore, Defendants' conduct unless enjoined and restrained by the Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law. Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- A. Entry of judgment in favor of Plaintiffs against Defendants;
- B. An order awarding Plaintiffs damages in an amount to be proven at trial, but in an amount no less than \$75,000;
- C. Prejudgment and post-judgment interest;
- D. An order awarding Plaintiffs its costs and attorneys' fees to the extent allowed by law;
- E. A temporary restraining order enjoining Defendants GoDaddy, Inc. and GoDaddy.com LLC, its officers, agents, directors, affiliates, servants, employees, and all persons acting in concert with it, from directly or indirectly allowing the eth.link domain name to expire and/or revert to the domain name registry to be generally available for purchase by third parties;
- F. A temporary restraining order enjoining Defendants GoDaddy, Inc. and GoDaddy.com LLC from preventing or frustrating Plaintiffs' right, pursuant to

1 GoDaddy's Domain Name Registration Agreement, to renew the registration of the  
2 Domain;

3 G. A temporary restraining order enjoining Defendants GoDaddy, Inc.,  
4 GoDaddy.com LLC, Dynadot, and Manifold Finance, Inc., their officers, agents, directors,  
5 affiliates, servants, employees, and all persons acting in concert with it (collectively  
6 "Defendants") from selling or otherwise transferring any ownership interest in the eth.link  
7 domain name, or purchasing any ownership interest in the domain, or otherwise accepting  
8 transfer of any ownership interest in the domain;

9 H. An order to show cause why a preliminary injunction should not issue,  
10 pursuant to Fed. R. Civ. P. 65, enjoining Defendants from directly or indirectly  
11 committing the above-described acts during the pendency of this action; and

12 I. All such further and additional relief, in law or equity, to which Plaintiffs  
13 may be entitled or which the Court deems just and proper.

14 Plaintiffs demand a jury trial.  
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1 Dated: September 21, 2022

CROWELL & MORING LLP

2 By: /s/ Justin Kingsolver

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